

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the Contract requires.
- (c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may:
 - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the Contract for default.

E.2 FIELD INSPECTION

- (a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where work is being performed. The Contractor shall furnish promptly, and at no increase in Target Cost, Target Fee, and Schedule, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.
- (b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items.

E.3 DOE INSPECTION

- (a) DOE inspections and other assessments of Contractor-performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of DOE after acceptance of the completed work.
- (b) The presence or absence of a DOE inspector/assessor does not relieve the Contractor from any contract requirement, nor is the inspector/assessor authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

E.4 ACCEPTANCE

The Contracting Officer will determine final acceptance within 30 days after the following two conditions have been satisfied: 1) the Contractor has successfully met the Completion of Contract Requirements (as defined in Section B, *Supplies or Services and Prices/Costs*); and 2) DOE has accepted the *Long-Term Stewardship Plan – Final* (Deliverable C.2.11.2 as described in Section C, *Statement of Work*) that contains the results of the closure review and the proposed long-term stewardship approach for the 100, 300, 400, and 600 Areas.